

1 of to the extent that they're here as subject
2 matter experts, how they understand it, what's
3 objectionable about it. All I'm saying is don't
4 ask them to agree or disagree to the language as if
5 they are sitting here authorized that it's a done
6 deal at the end of this testimony. They may not be
7 able to spot issues where this language somehow
8 interplays are objectionable because of some way it
9 interrelates to something else outside of the UNE
10 attachment, for example.

11 MS. FARROBA: I think, yeah, that we can
12 proceed with the understanding that your subject
13 matter experts, but you are testifying on what the
14 meaning is of what Verizon's intent is in the
15 language.

16 MS. FAGLIONI: This is not our language;
17 but I think it's fair to say--

18 MS. FARROBA: Or your language, what your
19 intent is, what you're trying to--

20 MS. FAGLIONI: I think it's a fair
21 question for our experts what they might find
22 objectionable from their expertise about the

1 proposed language from AT&T, and they could answer
2 that and qualify it to the extent they know it, and
3 you could ask them their understanding of what we
4 propose. All I'm saying is they're not sitting
5 here as authorized agents to tell you that's agreed
6 language, that's not agreed language, or that it
7 may have some sort of spillover effect outside line
8 sharing, line splitting, or the UNE attachment.

9 MS. FARROBA: Is there some objection to
10 that?

11 MR. RUBIN: Yes, because if this is an
12 arbitration over contract language, then to have
13 individuals here to testify who are not capable of
14 reviewing the language as contract language, we're
15 stumped.

16 MS. FARROBA: Are all your contract
17 negotiators the witnesses that you have on your
18 panels?

19 MR. RUBIN: No, but those questions
20 weren't asked. I do have questions relating to the
21 language.

22 MS. FAGLIONI: I don't think that's

1 exactly right. There were questions that were
2 asked of AT&T witnesses who said, "I wasn't at the
3 mediation, I wasn't the person negotiating it, so I
4 don't know." We have the same constriction that
5 they have in that regard.

6 MR. DYGART: Let me just cut this off
7 here. AT&T, you can examine these witnesses on
8 their understandings with the--what they perceived
9 to be problems from Verizon's perspective with
10 AT&T's proposed language.

11 MR. RUBIN: Okay.

12 From your perspective, Panel, do you have
13 problems with the first sentence of Section 1.3.5?

14 MR. WHITE: I can't read one sentence.
15 Let me read--if I were given a new hat and say what
16 is my technical expertise on this section, I could
17 talk intimately about the New York collaborative
18 and where we are trying to institute and support
19 nondiscriminatory operational support for line
20 splitting.

21 However, I can tell you that, just as it
22 says here, the New York implementation is--to tie

1 this in and put timelines and dates and detail this
2 when we are only halfway through trying to do a
3 cooperative collaborative pilot in New York, and we
4 haven't been able to work through all the details
5 because we haven't gotten the orders. We haven't
6 had A&T partnered with someone else to test the
7 processes to see when this happens.

8 MR. RUBIN: Mr. White, that's the sentence
9 I proposed to delete.

10 MR. WHITE: Well--

11 MR. RUBIN: I proposed to delete that
12 sentence from our language. So, my question is--

13 MR. WHITE: What's wrong with our
14 language? I'm missing something here.

15 MR. RUBIN: Well, you had an opportunity
16 to ask our witnesses, and you didn't. I'm asking
17 you, as a Verizon witness what is the problem, from
18 an operational perspective, if that's the only way
19 you can testify, to AT&T Section 1.3.5, which first
20 provides that the operational support provided to
21 AT&T and an authorized agent shall be
22 nondiscriminatory, and the rest of that section

1 which talks about a method for AT&T and Verizon to
2 establish a process so that authorized agents can
3 be identified and dealt with?

4 MR. WHITE: So, you want me to read
5 sentence one and then skip down to what sentence?

6 MR. RUBIN: Sentence three.

7 MR. WHITE: You really want to do this?
8 This is a waste of time.

9 MR. RUBIN: Yes.

10 MS. CLAYTON: I think we have proposed
11 language to all of our CLECs who are interested in
12 line sharing and line splitting. I'm going to
13 preface my answer by saying that we have been part
14 of this panel, and the negotiating team have been
15 successful negotiating 115 contracts in Virginia on
16 contract language. This appears to be the one CLEC
17 that we have an issue with in regards to this
18 specific language.

19 If I look at your sentence number one,
20 this is your language that you are proposing to us,
21 is different than ours.

22 MR. RUBIN: Yes.

1 MS. CLAYTON: Operational support will be
2 provided to AT&T at the same level that we provided
3 to any other CLEC or Verizon affiliates.

4 MR. RUBIN: That's not the purpose of this
5 sentence. The purpose of this sentence is, if AT&T
6 has an authorized agent, will the authorized agent
7 and AT&T be treated the same way?

8 MR. WHITE: No, you just said include
9 sentences one and three.

10 MR. RUBIN: No, one and three through the
11 rest of it. We--

12 MR. WHITE: Wait a minute. I'm going back
13 to your question. And in sentence three it says
14 and we will accept an order using a carrier
15 identification code that AT&T identifies as a
16 responsible entity. Now, we are into the real
17 detail of the OSS, and you want to lock into an
18 Interconnection Agreement in the middle of a pilot
19 how we are going to do this operationally? We are
20 not talking about generic questions on, yes,
21 nondiscriminatory. That's not the issue. You are
22 trying to make it unusable to move forward. What

1 if that isn't the method that's used when we finish
2 the pilot and say that isn't the appropriate way to
3 use a customer identifier?

4 MR. RUBIN: Is it not--is it not possible
5 for AT&T to authorize a third party to act as its
6 agent and to use its carrier identification code to
7 place orders?

8 MR. WHITE: It says provided the
9 authorized agent uses the carrier identification
10 code that identifies AT&T as a responsible entity.

11 MR. RUBIN: Yes.

12 MR. WHITE: Okay? I don't think that's
13 how the process is designed. The process is
14 designed so that the person that you partner with
15 that can use their identity, not your identity.

16 I mean, that's the trouble when you try to
17 put this level of detail in contract wording. We
18 agreed to do line sharing, line splitting. The FCC
19 spelled it out. That's exactly what we are doing.
20 We are working in a collaborative, we are working
21 out these details, and we haven't gotten one order
22 from AT&T with a carrier, an authorized agent to

1 test to test to see if it would work, and you are
2 asking to us put it in contract language.

3 MR. RUBIN: Well, the reason why I'm
4 asking you this question is because you have
5 identified a potential difference between line
6 sharing and line splitting, which is there may be
7 two carriers involved in line splitting.

8 MR. WHITE: Yes.

9 MR. RUBIN: Two CLECs involved in line
10 splitting.

11 MR. WHITE: Yes.

12 MR. RUBIN: At that time AT&T has proposed
13 this language as a way to deal with that
14 circumstance.

15 MR. WHITE: You're putting in a contract
16 operational details that are being worked on in a
17 pilot and that are disconnecting from that pilot
18 that you're a party to, and that hasn't even
19 completed at this stage.

20 MS. CLAYTON: Maybe if we could take a
21 step back for the Commission, just for your
22 benefit, when we rolled out line sharing, we did

1 implement a pilot, a pilot took place in New York.
2 It included a number of CLECs who actually tried
3 line sharing with us.

4 The same thing that's happening with line
5 splitting, we started in June, we agreed to a pilot
6 to look at the different operational issues that
7 would have to be addressed for line splitting. We
8 are working with a number of CLECs in the DSL
9 collaborative, and again trying to come up with the
10 operational processes, procedures, any issues that
11 we may run into. All of the things that are being
12 talked about here are, as John is saying, a bit
13 premature because we have been involved in that
14 pilot since the June time frame. We have, unlike
15 the 3,000-plus orders we were promised, have only
16 gotten 70 to date, so we are trying to--

17 MR. RUBIN: Could we strike this, please.
18 This is not responsive to his question anymore.

19 MS. McCLELLAN: I think it is responsive
20 to his original question, which was what was wrong
21 with having contract language to address this
22 particular issue, and he started walking through

1 this language, and he has an open-ended question,
2 and what's wrong with that? And Ms. Clayton and
3 Mr. White are answering that by explaining what's
4 wrong with it.

5 ARBITRATOR ATTWOOD: Why don't we get to
6 that when staff asks questions. We will get to the
7 background of New York collaborative.

8 I mean, I have only joined the
9 conversation in the last 10 minutes or so, but I
10 understand what Verizon's position is to your
11 question, and I guess, as I understand their
12 position, it's the level of specificity. They are
13 objecting to the level of specificity because of
14 ongoing work, and that's why they don't agree with
15 your contract language. You, on the other hand,
16 are trying to ask them what about the contract
17 language don't you agree to, and I believe their
18 answer is going to be I don't like it because it's
19 specific.

20 Is that a fair statement of what you're
21 saying?

22 MR. WHITE: Yes, it is.

1 ARBITRATOR ATTWOOD: Is that what you're
2 trying--your line of question?

3 MR. RUBIN: Well, yes, and the fact is
4 that without appropriate levels of specificity, we
5 don't think that we have appropriate protections in
6 our contract.

7 ARBITRATOR ATTWOOD: Right, and I
8 understand your position. I think if we could move
9 on now because you're making--

10 MR. RUBIN: We will move on from
11 Section 1.3.5.

12 Let me ask you a general question, and
13 then maybe it's time to break for lunch. And that
14 is, do you agree that when the work that's done in
15 line splitting is effectively the same as the work
16 that's done in line sharing, that it should be done
17 at parity?

18 MS. CLAYTON: The work is different
19 between line sharing and line splitting. You are
20 comparing apples to oranges in our mind.

21 MR. RUBIN: I beg to differ because in
22 fact in response to AT&T's 1.36, your answer was

1 Verizon provides the same support for line
2 splitting as line sharing.

3 MR. WHITE: Support. That's what I tried
4 to answer before. We provide the same OSS support,
5 the same time frames, the same support to do all of
6 the work.

7 It is possible that the AT&T design looks
8 identical to the line sharing design. However, it
9 is not likely from what we can see in the pilot,
10 there's different wiring, there's different kinds
11 of splitters, there's different kinds of testing,
12 so that it may look different to be able to turn it
13 up. It may take longer, shorter. We haven't
14 worked through those details.

15 And whether there's wide band testing on
16 it or not will vary, depending on which method is
17 used, so you will provide nondiscriminatory
18 support, but the outcomes could be different based
19 on the design that's selected.

20 MR. RUBIN: My question was: When you do
21 the same work in line splitting as you do in line
22 sharing, will it be done in a nondiscriminatory

1 manner? Is the answer to that question yes?

2 MR. WHITE: The work is done in a
3 nondiscriminatory manner.

4 MR. RUBIN: Thank you.

5 Why don't we take a break for lunch? It's
6 12:30?

7 MR. DYGART: Before we do that, have you
8 moved--

9 MR. RUBIN: I would like to move 26 and 27
10 into the record.

11 MS. McCLELLAN: No objections.

12 MR. DYGART: It will be received.

13 (AT&T Exhibit No. 26 and 27
14 were admitted into
15 evidence.)

16 MR. RUBIN: What time did you want to
17 return?

18 MR. DYGART: Let's come back at 1:15.

19 ARBITRATOR ATTWOOD: Let's try 1:30.

20 (Whereupon, at 12:35 p.m., the hearing
21 was adjourned until 1:30 p.m., the same day.)
22

1 AFTERNOON SESSION

2 ARBITRATOR ATTWOOD: We will go back on
3 the record. I thought it might be useful, though,
4 to recognize that I think in order to make sure
5 that we keep moving this along, I think it's useful
6 for purposes of the record to reflect that there
7 appears in this panel to be a continuing
8 fundamental difference of opinion between Verizon's
9 position and AT&T's position, which will I think
10 lead to continued objections from both sides as
11 everyone tries to explain that position.

12 It might be useful at the outset to at
13 least recognize that the Commission hears the
14 difference of opinions, so there is no need to
15 repeat over and over again for either side. What
16 I'm just trying to get at is, we credit as a
17 reasonable position Verizon's view that the New
18 York proceeding should be governing the resolution
19 of the issues in this--before us. We credit AT&T's
20 reasonable position that, in fact, specific
21 contract language should be governing the relations
22 between these parties.

1 And while you go through your cross, we
2 may, in the Commission, jump in to just try to get
3 at beyond the position that Verizon is taking on a
4 specific point, which at the outset would be this
5 should be governed by the New York proceeding. We
6 may jump in to ask you, assuming it's not governed
7 by the New York proceeding, could you explain what
8 your view is on the particular piece of the
9 contract.

10 I would rather do that during the
11 cross-examination to keep it moving along than have
12 the cross go and have the Commission then come in
13 afterwards and have to go through each of the
14 specific contract language. But I want parties to
15 understand, witnesses to understand, that we fully
16 credit the position that you're taking as a
17 threshold matter, both sides, and we will just be
18 trying to get at some more of the specific contract
19 language by asking the questions and hopefully
20 moving along the examination to get a clear
21 understanding of at least your position beyond the
22 threshold one, which is we should adopt the

1 position of the results of the New York
2 collaborative.

3 Is that understood? So, that way we could
4 hopefully move the process along a little bit
5 faster.

6 MR. RUBIN: Okay. Yes, thank you.

7 Time to go back to the questioning?

8 ARBITRATOR ATTWOOD: Yes, please.

9 MR. RUBIN: And in light of the
10 Commission's statements and our discussion before
11 lunch, I'm going to try not to focus as much on
12 specific words in a contract, but on what AT&T
13 thinks it's doing in a particular section of its
14 contract and whether it's reasonable to have those
15 provisions apply first to line sharing, which we
16 we're also negotiating here, as well as line
17 splitting.

18 And I'm going to leave for parties'
19 briefing a number of issues that maybe we could
20 have gotten to if we were going to be talking about
21 detailed contract words, and just move right back
22 in.

1 So, if--let me just ask an obvious
2 question. The contract right now has many pages of
3 provisions on line sharing, doesn't it?

4 MS. CLAYTON: It does have an entire
5 section addressing line sharing.

6 MR. RUBIN: And the entire discussion of
7 line splitting is in a single paragraph; right?

8 MS. CLAYTON: Currently, it is, yes, and
9 that's because the trial has not completed the
10 pilot.

11 MR. RUBIN: And Verizon's position is, to
12 the extent you get to significant operational
13 detail out of the DSL collaborative, that that
14 should end up being the result between the two
15 parties in the future; is that correct?

16 MS. CLAYTON: I wouldn't say that we put
17 all of the operational methods and procedures in
18 our contract. We make the contracts as generic as
19 we can to address as many CLECs as we can.

20 MR. RUBIN: Well, that's why AT&T is
21 looking for an individualized contract.

22 And let's move to look at Section 1.1.2.

1 That follows after the initial section of 1.1.1,
2 which in AT&T's contract is very close to another
3 provision of Verizon's, I'm sorry I don't have it
4 with me, but it talks about in order for a loop
5 facility to be eligible to be engaged in line
6 sharing, certain things have to happen. That's
7 AT&T's 1.1.1. Our language is similar, not
8 identical to yours, but I'm not going to focus on
9 the 1.1.1.

10 But you will agree with me, won't you,
11 that 1.1.1 is a set of general requirements for any
12 loop that would be engaged in line sharing; is that
13 right?

14 MS. CLAYTON: Let me read it for a moment,
15 if I can.

16 MR. RUBIN: Sure.

17 (Ms. Clayton reviews document.)

18 MR. RUBIN: Would you read the question
19 back.

20 (Whereupon, the Court Reporter read back
21 the previous question.)

22 MS. CLAYTON: I would not say any loop,

1 no. This description of line sharing is a bit
2 different than our description of line sharing in
3 the contract language. When we get into our
4 description of line sharing and we talk about the
5 types of technologies that are available in a line
6 sharing arrangement, we do get specific with the
7 various DSL technologies that have been approved by
8 the FCC.

9 MS. FARROBA: Excuse me, just for
10 clarification, where is that in your contract
11 language?

12 MS. CLAYTON: It is in the beginning of
13 our line sharing section. In one of the initial
14 paragraphs it talks about XDSL technologies that
15 are compatible in a line sharing arrangement.

16 MR. RUBIN: That's right. And, in fact,
17 the parallel language in AT&T's contract is in
18 Section 1.1, which I didn't refer you to. The
19 parallel language in the Verizon contract is
20 Section 11.2.17.

21 And, in fact, AT&T's proposed contract has
22 the same technical language in it as Verizon's

1 does, and in fact, the first sentence of AT&T
2 Section 1.1.1 is up until the--do you have the
3 11.2.17 of your contract?

4 MS. McCLELLAN: May I approach the witness
5 to show her where it is?

6 MS. CLAYTON: Thanks.

7 MR. RUBIN: All this is preliminary to
8 what I was trying to get to.

9 MS. CLAYTON: Go ahead.

10 MR. RUBIN: You're right, there is some
11 more detailed language in your contract and in
12 ours. The point being that there is some general
13 requirements for any loop involved in line sharing;
14 right?

15 MS. CLAYTON: Yes, I would agree.

16 MR. RUBIN: Would it not be appropriate to
17 have comparable applicable requirements for line
18 splitting?

19 MS. CLAYTON: I think it's premature to
20 have that type of deal--detail in the contract
21 right now until we have gone through the entire
22 pilot.

1 MR. RUBIN: That's your position. We will
2 just move on, I guess.

3 AT&T's Section 1.2, at least the first
4 sentence of it, is almost identical to a parallel
5 section, and all it says is that Verizon will make
6 line sharing and line splitting available at prices
7 that are referred later in the contract. Isn't it
8 appropriate to have a provision that says, gee,
9 there will be some pricing for it?

10 MS. CLAYTON: The contract typically does
11 address terms, conditions, and pricing.

12 MR. RUBIN: And your line sharing language
13 says look to Exhibit A. Is there any reason why
14 you should not have something relating to line
15 splitting in the same way? It's not a technical
16 operational issue, is it?

17 MS. CLAYTON: No. The rate elements for
18 line splitting would either be available in
19 applicable tariffs where the UNEs are tariffed in a
20 state or in contract language.

21 MR. RUBIN: Okay. Would you move to
22 Section 1.3.4, please.

1 You would agree, wouldn't you, that the
2 subject of 1.3.4 is ordering; right?

3 MS. CLAYTON: Yes.

4 MR. RUBIN: And the language says that for
5 either line sharing or line splitting, AT&T has to
6 submit a valid order. That's reasonable, isn't it?

7 MS. CLAYTON: Yes.

8 MR. RUBIN: And if you go on to the
9 language in the middle of this section, and AT&T
10 would be looking for language like this in regards
11 to both line sharing and line splitting. It talks
12 about the circumstance where there are not industry
13 standards in place, and it says that if there
14 aren't industry standards, that Verizon has a
15 present obligation to propose reasonable format for
16 AT&T to submit orders.

17 Is there anything--

18 MS. CLAYTON: This is AT&T's proposed
19 language; correct?

20 MR. RUBIN: Yes.

21 MS. CLAYTON: Okay. And one of the
22 sentences you have in here says Verizon may not

1 reject orders for manual processing solely because
2 the parties have not yet agreed on an order format.

3 Is that what you're referring to?

4 MR. RUBIN: I'm referring to the sentence
5 before that. To the extent that there aren't
6 industry standards, Verizon will propose a
7 reasonable format for orders, and AT&T will
8 negotiate in good faith to reach an agreement on a
9 format. That's operationally reasonable, isn't it?

10 MS. CLAYTON: For line sharing and line
11 splitting, we have been meeting in the DSL
12 collaboratives working out these types of ordering
13 concerns.

14 MR. RUBIN: And until those industry
15 arrangements are established, is it not appropriate
16 to have language which says the parties are going
17 to work out in good faith reasonable ways to submit
18 orders if there isn't already an industry format?

19 MS. FARROBA: May I ask a question.

20 After you respond. I'm sorry. Go ahead.

21 MS. CLAYTON: I don't think it's
22 appropriate to have that specific language in this

1 clause.

2 MR. RUBIN: Which is inappropriate in
3 here?

4 MS. CLAYTON: We typically don't get into
5 detail in a contract about ordering the specific
6 LSR entries, if that's what you're referring to.
7 We typically work out those items like we are in
8 the DSL collaborative. They go into our internal
9 methods and procedures, and they're also
10 communicated to our CLEC in a number of ways. We
11 don't include that detail on contract language.

12 MS. FARROBA: I would like to ask just a
13 couple of clarifying questions, if I could.

14 Would Verizon reject an order for manual
15 processing because there isn't an order format in
16 place?

17 MS. CLAYTON: Are you talking specifically
18 for line splitting?

19 MS. FARROBA: Yes.

20 MS. CLAYTON: We have today a manual
21 process that's in place that has been communicated
22 to the CLECs that would allow them to order line

1 splitting today. We would not reject that order.

2 MR. WHITE: But they have to follow the
3 process we agreed upon. If they wanted to create a
4 new one, the order is going to be rejected.
5 There's fields we agree. We sat down in the
6 collaborative and said you need to provide this
7 information, we need the CFA, we need these
8 particular elements. Here is the fields, here is
9 the format. We have been working collaboratively
10 to do this.

11 But for them to come back and say in the
12 meantime send us another manual process is, to me,
13 doesn't make sense to me.

14 MS. FARROBA: You do have a process right
15 now?

16 MS. CLAYTON: Yes, we do.

17 MR. WHITE: Yes, we are testing with them.

18 MS. FARROBA: And would that be different
19 from using the existing interface for submission of
20 UNE-P orders and orders status tracking?

21 MR. WHITE: That's a very vague term,
22 exiting interface. The OSSs have been developed.

1 Their process right now, we've handed the CLECs all
2 of the code, all of the software, prior to the
3 official cutover. And established jointly shared
4 the interfaces, the GUI, the EDI, all the
5 processes. All those have been worked out.

6 But are they identical? No, they had to
7 be tweaked in order to provide this additional
8 information because of the complexity. We now have
9 an AT&T ordering a loop, and there's somebody
10 subletting high frequency on it.

11 So, that new relationship has to be
12 established and carried on all the information so
13 all the orders can flow.

14 MR. RUBIN: The collaborative is focusing
15 on automated processes; right?

16 MR. WHITE: Yes.

17 MR. RUBIN: And to my recollection,
18 there's only one process that's actually now being
19 implemented; is that right?

20 MR. WHITE: No.

21 MS. CLAYTON: Are you talking about line
22 splitting arrangements that are being--

1 MR. RUBIN: No, the one that's
2 being--there are many being negotiated. There is
3 one that's being implemented in October; right?

4 MS. CLAYTON: There were actually two.

5 MR. WHITE: There were many, many that
6 were requested, and of the ones that were
7 requested, the CLECs prioritized those that would
8 have the most volumes and would get the most use,
9 and the two most important ones were the ones that
10 were worked on. You're only using one of the two.
11 There are two different processes. But the fact of
12 the matter is, with the volumes we are getting, I
13 wish we had done it manually.

14 MR. RUBIN: Cathy, did you have any more
15 questions in this line first?

16 MS. FARROBA: I'm sure I will have some
17 more question, you but go ahead.

18 MR. RUBIN: Are you saying that until the
19 collaborative is worked out, an automated process,
20 that a CLEC could not submit a manual order for
21 something else?

22 MS. CLAYTON: No, we are not saying that.

1 MR. WHITE: You could use always have
2 submitted a line splitting utilizing the existing
3 processes, ordering a loop and a port, and that
4 that was always existing and there were many
5 processes you didn't take advantage of.

6 What you asked for is that you wanted to
7 be able to keep your existing UNE-P process, your
8 simplified process where you just keep track of it
9 by telephone number, and have us do all the back
10 order complicated stuff to reformat this so that we
11 could then create a line record with a loop and a
12 port showing two owners.

13 So, we did what I would call enhanced line
14 splitting, took your simplified OSS, and created
15 all the interfaces.

16 You could still do line splitting using
17 the existing process ordering a loop and a port.

18 MR. RUBIN: And this language applies only
19 to the extent that there is not already an agreed
20 upon process for a particular kind of manual order;
21 do you understand that?

22 MS. CLAYTON: But there is an agreed upon

1 process for a manual line splitting order today,
2 and that's been communicated--

3 MR. RUBIN: Of some varieties, but
4 perhaps, remember we are dealing with a contract
5 that will last for at least three years; right?

6 MR. WHITE: Which is all the more reason
7 it shouldn't be in this level of detail in the
8 contract.

9 MR. RUBIN: Fine. Would you look at
10 AT&T's 1.3.9, please.

11 Is there anything objectionable about this
12 language, from an operational standpoint?

13 MR. WHITE: It doesn't describe what's
14 done.

15 MR. RUBIN: You don't want it to describe
16 everything in detail.

17 MR. WHITE: It's incorrect. If you
18 described it, it's incorrect.

19 MR. RUBIN: What's incorrect about it?

20 MR. WHITE: The cross-connections we make
21 using the--you provide a CFA, and we make the
22 cross-connections, and you're not making

1 cross-connections in your co-lo space. It doesn't
2 make any sense.

3 MR. RUBIN: If AT&T has a co-location and
4 has equipment in its co-location, it does not make
5 the cross-connects within its co-location?

6 MR. WHITE: The cross--

7 MR. RUBIN: The language says the AT&T
8 will make the cross-connections within its
9 co-location space.

10 MR. WHITE: It says all the
11 cross-connections. I just said you don't do all
12 the cross-connections.

13 MR. RUBIN: Okay.

14 MR. WHITE: Again, you're trying to put in
15 legal words technical things. It's very simple.
16 We make it, we connect it, we keep--we are working
17 through the details. I don't know why you would
18 put it in here. You would have to go--you don't
19 make all the cross-connections.

20 MR. RUBIN: Look at Section 1.3.10,
21 please. And if you would look at the last phrase,
22 it talks about when there is a comparable

1 co-location arrangement. When there is a
2 comparable co-location arrangement, is it not
3 reasonable to have line splitting be done in the
4 same way in terms of the number of cross-connects?

5 MR. WHITE: There are multiple ways to do
6 line splitting. We could do line splitting that
7 looks like line sharing, or we could do line
8 splitting where there could be multiple CFAs for a
9 loop and a port.

10 So--

11 (Simultaneous conversation.)

12 MR. WHITE: This could be true, but it may
13 not be true, depending on AT&T's selection of the
14 architecture, so it's certainly nothing we have
15 control over.

16 MR. RUBIN: Would you look at
17 Section 1.3.11, and also AT&T's Exhibit 28. I'm
18 sorry, it's 26. I'm going in the wrong direction.

19 MS. McCLELLAN: This is the cross exhibit
20 that Mr. Rubin handed out this morning, AT&T
21 III-31.

22 MR. RUBIN: It's your response to III-31.

1 Section 1.3.11 lists some things that AT&T
2 has had problems with before, and made a commitment
3 that it will not experience--let me finish my
4 question--those problems again.

5 If you read--Mr. White, would you read the
6 answer to 31-B, which is at the bottom of the page.

7 MR. WHITE: Verizon seeks to minimize
8 disruption of the preexisting service
9 configurations, which there was mention--

10 MR. RUBIN: Would you finish reading it
11 please.

12 MS. McCLELLAN: Let him finish his answer.

13 MR. RUBIN: No. I asked him to read the
14 answer, and when he finishes reading the answer, he
15 could make a comment.

16 MR. WHITE: You made a comment about your
17 existing problems that you've exhibited before.

18 MR. RUBIN: I didn't say I had them in
19 Verizon territory specifically. These are issue
20 that AT&T has experienced--

21 (Simultaneous conversation.)

22 ARBITRATOR ATTWOOD: Can we avoid

1 testifying. Let the witnesses testify, and you ask
2 the questions.

3 Mr. White, could you be responsive so we
4 could get over this bump and finish reading the
5 answer to the question so he could ask you the
6 follow-up questions. Thank you.

7 MR. WHITE: "Verizon seeks to minimize
8 disruption to the preexisting service
9 configurations. Specifically there would be no
10 change in E 911 database listing, directory
11 listing, DA listings, the updated customer service
12 record, and updated ownership indicators for the
13 line in the maintenance databases."

14 MR. RUBIN: Thank you. Given that
15 statement, is it not--well, strike that.

16 Let's move to Section 1.3.13, which talks
17 about forecasting.

18 MR. STANLEY: I do have a question. Let
19 me jump in on 1.3.11. This is with respect to
20 service interruption that may accompany a UNE-P
21 reconfiguration to add data as envisioned in this
22 paragraph.

1 I would just like to ask Verizon, are
2 there service disruptions when Verizon reconfigures
3 its POTS lines to a line sharing configuration?

4 MR. WHITE: The POTS line to line sharing
5 or the line splitting that we have tested so far
6 are minuscule. We wire, and so we would do all the
7 wiring, and we have--it would actually loop back
8 through the splitter, so we can see dial tone on
9 the two pair to the splitter and the from, and then
10 we would listen to make sure there is no one
11 talking on there, and if there isn't, then we would
12 move the jumper off and remove it.

13 So, that's the length of time it would
14 take. That's the service disruption.

15 MR. STANLEY: Okay. Is that the same type
16 of rewiring and reconfiguration that would go on
17 when adding data to an existing UNE-P
18 configuration?

19 MR. WHITE: Yes, it would, using our
20 process and our language, but there is language in
21 here that I have seen that may interrupt other data
22 because they're specifying AT&T--I was trying to

1 find the paragraph that the loop would have to
2 support their power spectrum density, where we say
3 the reverse, they have to put on data that meets
4 the standards the FCC has set out for power
5 spectrum density, not the other way around.

6 So, I would be concerned a little bit
7 about the adding the data, but that same process as
8 far as adding the data, putting it on there would
9 be exactly the same.

10 MR. STANLEY: Okay, thank you.

11 MR. RUBIN: Would you look at Section 1.4,
12 please.

13 Are there any differences in the
14 information that Verizon needs to implement an
15 order for line sharing with a comparable line
16 splitting arrangement?

17 MS. CLAYTON: Yes, there are differences.

18 MR. RUBIN: What are they?

19 MS. CLAYTON: Probably the biggest
20 difference is there are typically two providers
21 when that loop is ordered, a voice provider and a
22 data provider, so one of the pieces of information

1 that is different is knowing who each party is.
2 There are cross-references to the various owners.

3 MR. WHITE: And from a technical
4 standpoint, we had pretty much standard
5 arrangements for one CLEC would have a splitter
6 inside a co-lo and another CLEC would have another
7 splitter in common space or in Verizon's space, and
8 some CLECs would have wide band testing on it, and
9 others wouldn't. So you used to be able to tell by
10 the person with the data the kind of wiring and
11 testing and the way it was set up, so now we have
12 in this case AT&T would be the voice provider, and
13 you would have to capture all those other elements
14 as far as what is the configuration, the CFA, the
15 testing, the splitter location. They wouldn't be
16 as obvious as they were before.

17 MR. RUBIN: This paragraph doesn't say
18 that they will provide the same information. It
19 just says they will each provide the information
20 appropriate. So, is there any reason not to have a
21 paragraph that says whether you're involved in line
22 sharing or line splitting, you will provide